

**SECRET**  
(When Filled In)

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<b>PRECONTRACT APPROVAL RECORD (PART ONE)</b>	<b>CONTRACTOR</b> <div style="text-align: center; font-weight: bold;">The Firevel Co., Inc.</div>		<b>CONTROL NO.</b> <div style="text-align: center; font-weight: bold;">OXC-9162 Copy 2 of 3</div>	
	<b>CONTRACT NO.</b> <div style="text-align: center; font-weight: bold;">EC-1905</div>		<b>AMENDMENT NO.</b> <div style="text-align: center; font-weight: bold;">3</div>	
<b>26 Aug 65</b>				
THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.				
TYPE OF CONTRACT				
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> L.I.</div> <div style="width: 50%;"><input type="checkbox"/> F.P. REDETERM</div> <div style="width: 50%;"><input type="checkbox"/> CPIF</div> <div style="width: 50%;"><input type="checkbox"/> TECH REP</div> <div style="width: 50%;"><input type="checkbox"/> DEFINITIZED</div> <div style="width: 50%;"><input type="checkbox"/> FPIP</div> <div style="width: 50%;"><input type="checkbox"/> T&amp;M</div> <div style="width: 50%;"><input type="checkbox"/> FISCAL YEAR</div> <div style="width: 50%;"><input type="checkbox"/> F.P.</div> <div style="width: 50%;"><input checked="" type="checkbox"/> CPFF</div> <div style="width: 50%;"><input type="checkbox"/> CALL TYPE</div> </div>				
FINANCIAL DATA				
<b>CONTRACT VALUE</b> \$ <b>293,014 FINAL</b>		<b>PREVIOUS OBLIGATION - PRIOR FY</b> \$ <b>291,820</b>		<b>PREVIOUS OBLIGATION - CURRENT FY</b> \$ <b>-0-</b>
OBLIGATION BY THIS DOCUMENT				
<b>DESCRIPTION, PROGRAM OR LINE ITEM</b> <b>Environmental Equipment</b> <b>EC-1905</b>  <b>Cost overrun</b> <b>chargeable to FY-64</b>	<b>FISCAL YEAR</b> <b>1964</b>	<b>PROJECT</b> <b>OXCART</b> Proj: <b>OXCART</b> Code: <b>4761-1124</b> MOR: <b>241017</b> Amt: <b>6194.00</b>	<b>AMOUNT</b> <b>1,194</b>      <b>1,194</b>	
<b>TOTAL THIS OBLIGATION</b> <span style="float: right;"><b>1,194</b></span>				
<b>CONTINGENT UPON AVAILABILITY OF FUNDS</b>				
<b>EXPOSURE LIABILITY</b>				
<b>RATE</b>		<b>DATE</b>		<b>RATE</b>
<b>CPFF O/H RATES FIXED THRU</b>				<b>PRICING FORMULA FIXED THRU</b>
<b>T&amp;M RATES FIXED THRU</b>				<b>TECH REP RATES FIXED THRU</b>
<b>NEGOTIATOR APPROVAL</b>			<b>CD RECORDATION</b>	
DATE <b>8-26</b> SIGNED			DATE <b>8-26</b> SIGNED	
PRECONTRACT CONCURRENCES				
UNIT	TYPED NAME	SIGNATURE	DATE	
CONTRACTING OFFICER	[Redacted]		<b>8-25X1</b>	
BUDGET & FINANCE			<b>8-31</b>	
GENERAL COUNSEL		SIGNED	<b>9-9</b>	
TECHNICAL REPRESENTATIVE		SIGNED	<b>9-1</b>	
TECHNICAL REPRESENTATIVE				
<b>CONTRACT SIGNATURE (Contracting Officer)</b>		<b>DATE</b>	<b>DATE MAILED</b>	<b>DATE DISTRIBUTED</b>
			<b>10 Sept 65</b>	

SECRET

<p align="center"><b>PRECONTRACT APPROVAL RECORD</b> (PART TWO)</p>	<p align="center">CONTRACT</p>
<p>The services and equipment being procured by this Contract No. _____  <b>EC-1905</b> are in furtherance of the <b>OXCART</b> Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.</p> <p>Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.</p> <p>The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:</p> <ol style="list-style-type: none"> <li>1. Contract No. EC-1905 provided for fabrication and delivery of maintenance vans, pilot transport vans, portable test equipment and refurbishment of ready room at the Area. The contract was completed in May 1964.</li> <li>2. The final cost and property audits of the contract have been completed and a report thereof has been submitted to the undersigned. The Auditor has recommended for acceptance total cost in the amount of \$275,886. This cost together with the approved fixed-fee of \$17,128 results in a final approved contract price of \$293,014.</li> <li>3. In connection with this settlement there are attached the following documents:  <p align="center"> <b>Audit Report OSA-2567-65</b>  <b>Contractor's Release</b>  <b>Contractor's Assignment of Refunds, Rebates</b>  <b>Credits and Other Amounts.</b> </p> </li> <li>4. All work and services required under the contract have been performed satisfactorily, all residual inventory has been properly accounted for, no inventions were made or royalties paid under the contract.</li> <li>5. Amendment No. 3 to the contract provides for payment of a cost overrun in the amount of \$1,194 and incorporates final overhead rates into the contract.</li> </ol>	

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CONTRACTOR'S RELEASE

Contract No. \_\_\_\_\_

Pursuant to the terms of Contract No. EC 1905 and in consideration of the sum of Two Hundred and Ninety-Three Thousand and Fourteen Dollars (\$ 293,014.00) which has been or is to be paid under the said contract to The Firewel Company, Cheektowaga, New York, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.


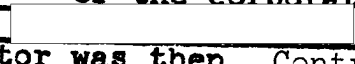
IN WITNESS WHEREOF, this release has been executed this 19th day of July, 1965.

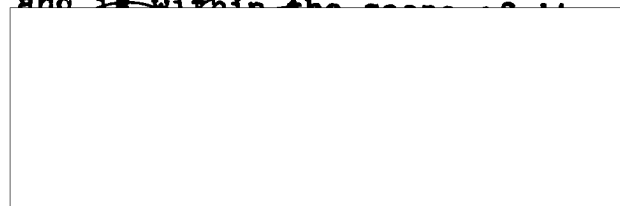


Controller

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CERTIFICATE

I, , certify that I am the Executive Vice-President of the corporation named as Contractor in the foregoing release; that  on behalf of the Contractor was then Controller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the corporate powers.



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